

D.N. FBT CV 21 5045467 S

SUPERIOR COURT

SHARLENE MCEVOY

J. D. OF FAIRFIELD

V.

AT BRIDGEPORT

FAIRFIELD UNIVERSITY and  
J. BRIAN MORAN

MAY 17, 2021

**PROPOSED AMENDED COMPLAINT**

COUNT ONE: BREACH OF CONTRACT:

1. Plaintiff is an individual residing in Derby, Connecticut.
2. Defendant, Fairfield University is a Non-Profit University located at 1073 North Benson Road, Fairfield, Connecticut.
3. Defendant J. Brian Moran aka Joseph Moran (“Moran”) is a student at Defendant Fairfield University and resides in New Vernon, New Jersey.
4. The Plaintiff started working at Fairfield University as an Assistant Professor of Business Law starting in 1986.
5. Plaintiff has an exemplary work record as evidenced by good student evaluations over her 35 year career.
6. The Plaintiff works as a tenured Professor in the Department of Management teaching the Legal Environment of Business and other law related courses.

7. In the Spring of 2020, the Plaintiff taught Defendant Moran in her Legal Environment of Business class.
8. In Summer Session One June, 2020, Defendant Moran took the final exam for the class which accounted for 100% of his grade.
9. In the Plaintiff's instructions for taking the exam, she specifically required that the exam had to be mailed by USPS (Professor McEvoy provided a postage prepaid envelope and she also specifically paid for tracking). The exam package was sent to all of the Plaintiff's students on May 28, 2020. The instructions further required that the exam be mailed to her home address at 200 Emmett Avenue, Derby, Connecticut.
10. The instructions further specified that the exam had to arrive no later than Friday, June 12, 2020. The instructions specifically stated in part; "No late papers will be accepted. If it is not received on or before the above date, you will receive a zero for the exam. "Remember: Due Date: June 12. Please mail the material so it will be received by the above date". The instructions further stated; "No extensions. No exceptions. Do not email your answer."
11. Defendant Moran mailed his exam to the Plaintiff on June 8, 2020 but failed to track delivery of the exam to the Plaintiff.

12. The Plaintiff did not receive the exam until after the due date of June 12, 2020 and she gave Defendant Moran a failing grade. She received it on June 16<sup>th</sup>, 2020 at 3:34 p.m..
13. On June 23, 2020, Defendant Moran checked his transcript and realized that he received a failing grade in the Plaintiff's class and wrote an email (Exhibit A) to Professor Carl Scheraga, Ph.D., Professor of Business Strategy & Technology Management Fairfield University Chairman of the Fairfield University Department of Management and the Plaintiff's supervisor ("Scheraga") complaining about his grade and stating in part; "I do not feel comfortable with Professor McEvoy re-grading my paper from a non-bias way after going to the head of the department and the dean of students".
14. When Defendant Moran sent this email, he violated the Fairfield University "Student Academic Grievance Procedure" which states in part that if a student has a grievance, the student must first attempt "to resolve any academic grievance with the faulty member. If, following this initial attempt, the student remains convinced that a grievance exists, she or he advances to step two". In step two, the student THEN consults with the Chair of the Department.
15. To this day, Defendant Moran has not attempted to resolve this grievance with the Plaintiff. This is a clear violation of the Fairfield University grievance procedure which

limits the time for filing a grievance to “the end of the subsequent fall or spring semester after the event of the grievance”.

16. Further, Defendant Moran’s statement that he “did not feel comfortable with (the Plaintiff) re-grading his paper from a non-bias way” was defamatory in that he was representing that he felt she would be biased in grading his paper just because he filed a complaint with the Fairfield administration.
17. Fairfield University Provost Christin Siegel, PhD violated the “Student Academic Grievance Procedure” by agreeing to address Defendant Moran’s grievance outside of the Student Grievance Procedure.
18. The Plaintiff eventually agreed to regrade Defendant Moran’s exam at the request of Dean Zhan Li and Associate Dean Anca Micu.
19. After discussing the matter with Dean Zhan Li and Associate Dean Anca Micu, the Plaintiff regraded the exam and gave him a C minus.
20. Defendant Moran was not happy with the C minus grade and he again contacted the administration of Fairfield University. After that contact, the Provost Christine Siegel bowed to the pressure of Defendant Moran allowed him to pursue his complaint through a formal grievance procedure. Inappropriately, and in violation of the Student Academic

Grievance Procedure, a meeting was scheduled by Dr. Carl Scheraga for Friday, April 23<sup>rd</sup> between 9 a.m. and 12 p.m..

21. On April 5, 2021, the Plaintiff through legal counsel requested that she be permitted to file a due process complaint pursuant to Appendix I: “Procedures for Due Process” of the Fairfield University Faculty Handbook as she felt she had been treated unfairly in not following the Student Academic Grievance Procedure and defamed by the University and by Defendant Moran’s statement that he felt she would grade his exam in a biased manner.
22. The Plaintiff’s request to file a due process complaint was denied.
23. On May 5, 2021, Provost Christine Siegel of Defendant Fairfield University, sent an email to the Plaintiff (attached Exhibit 1) which stated in part; “(A)s a result of this careful assessment, **I have determined** – in accordance with the Department Committee – that the academic evaluation that led to the course grade was “**prejudiced.**”” (emphasis added).
24. Defendant Fairfield University’s failure to follow its own Student Academic Grievance Procedure and its failure to permit the Plaintiff to file a due process claim were breaches of the underlying contractual provisions that govern the Plaintiff’s employment with Fairfield University.

25. As a result of these breaches of contract, the Plaintiff has been damaged.

COUNT TWO: DEFAMATION:

1-24. Paragraphs 1-24 of Count One are hereby incorporated as Paragraphs 1-24 of Count Two.

25. The statement by Defendant Moran that he felt the Plaintiff would grade his exam in a “biased” way was false and was made willfully and/or recklessly and/or negligently.

26. The statement was published to third parties by Defendant Moran and Defendant Fairfield University including but not limited to the Plaintiff’s co-workers and outside third parties.

27. The statement identified the Plaintiff specifically as being a faculty member that would grade his paper in a biased way.

28. The statement made by Christine Siegel, Provost of Defendant Fairfield University that “I have determined – in accordance with the Department Committee – that the academic evaluation that led to the course grade was “prejudiced”” was false and was made willfully and/or recklessly and/or negligently.

29. The statement was published to third parties by Defendant Fairfield University including but not limited to the Plaintiff’s co-workers and outside third parties.

30. The statement identified the Plaintiff specifically being a faculty member that did grade Defendant Moran's paper in a biased way.

31. The Defendants commission of defamation has caused the Plaintiff damages including but not limited to damage to her reputation and will cause her difficulty in finding another job in the future.

WHEREFORE, the Plaintiff prays for;

1. Compensatory damages;
2. Monetary damages;
3. Punitive damages;
4. All other damages available at law or in equity.

THE PLAINTIFF:

By: /s/ \_\_\_\_\_  
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